

LABOR AGREEMENT BETWEEN
CITY OF COLUMBIA HEIGHTS AND
LAW ENFORCEMENT LABOR SERVICES, INC. UNION, LOCAL NO. 596
POLICE CAPTAINS and DEPUTY CHIEFS

January 1, 2025 - December 31, 2027

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**LABOR AGREEMENT BETWEEN
CITY OF COLUMBIA HEIGHTS AND
LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO. 596**

ARTICLE 1 PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF COLUMBIA HEIGHTS, hereinafter called the EMPLOYER, and the Law Enforcement Labor Services, Inc. (Local 596), hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and,
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 RECOGNITION

- 2.1 The EMPLOYER recognizes Law Enforcement Labor Services, Inc. as the exclusive representative, under Minnesota Statutes, Chapter 179A, as certified by the Bureau of Mediation Services, Case No. 25PCE0714, dated March 14, 2025, for the following police personnel:

All licensed essential supervisory employees employed by the City of Columbia Heights, Minnesota, in the Police Department who are public employees within the meaning of Minn. Stat. 179A.03, subd. 17, excluding confidential employees within the meaning of Minn. Stat. 179A.03, subd. 4, and the Chief of Police.

- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 DEFINITIONS

- 3.1 UNION: The Law Enforcement Labor Services, Inc. Union, Local No.596
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc. Union, Local No. 596
- 3.3 EMPLOYEE: An employee whose classification is within the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Columbia Heights' Police Department.
- 3.5 EMPLOYER: The City of Columbia Heights.

- 3.6 CHIEF: The Chief of the Columbia Heights Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc. Union, Local No. 596.
- 3.8 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.9 DEPARTMENT SENIORITY: Length of employment as a licensed member of the Columbia Heights Police Department.
- 3.10 JOB CLASSIFICATION SENIORITY: Length of employment as a Police Captain and/or Deputy Chief with the Columbia Heights Police Department.

ARTICLE 4 EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT that bargaining unit employees will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE 5 EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6 UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by Law Enforcement Labor Services, Inc.
- 6.2 The UNION may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).

- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this article.

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

7.2 UNION REPRESENTATIVES

The EMPLOYER will recognize REPRESENTATIVES designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this article. The UNION shall notify the EMPLOYER in writing of the names of such UNION REPRESENTATIVES and of their successors when so designated as provided by 6.2 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and a UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to the EMPLOYEE and the UNION as to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 by the UNION shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated

representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be in accordance with Minnesota Statute 626.892.

7.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized in Step 4 of Article VII or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII, except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 8 SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of Columbia Heights. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or administrative ruling, or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 9 SENIORITY

- 9.1 Seniority shall be determined on the basis of length of employment as a licensed member of the department (department seniority) and by length of employment as a Police Captain and/or Deputy Chief (job classification seniority).
- 9.2 All regular, full-time Employees promoted to a position in the bargaining unit shall be probationary Employees during the first twelve (12) months of their service. Employees hired from outside the City of Columbia Heights will serve a twelve (12) month probationary period. A newly hired probationary employee may be discharged at the sole discretion of the Employer except that internally promoted employees who do not successfully complete probation will be returned to their previous rank provided the reason for failed probation is not misconduct. A reduction of workforce will be accomplished on the basis of job classification seniority. Employees shall be recalled from layoff on the basis of job classification seniority. An employee on layoff shall have an opportunity to return to work within one year of the time of their layoff before any new employee is hired in the classification the employee was laid off from. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 10 DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a) oral reprimand;
 - b) written reprimand;

- c) suspension;
- d) demotion; or,
- e) discharge.

10.2 Suspensions, demotions and discharges will be in written form.

10.3 Written reprimands, notices of suspension, notices of demotion, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.

10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

ARTICLE 11 INSURANCE

11.1 In 2025-2027 the EMPLOYER will contribute up to a maximum of the amounts listed below to make the following contributions towards group health and group dental, including dependent coverage, life and long-term disability insurance coverages.

2025

\$30 increase for single coverage (\$1,075/per month)

\$90 increase for family coverage (\$1,525/per month)

2026

\$30 increase for single coverage (\$1,105/per month)

\$90 increase for family coverage (\$1,615/per month)

2027

\$30 increase for single coverage (\$1,135/per month)

\$90 increase for family coverage (\$1,705/per month)

11.2 The EMPLOYER will allow (permanent and probationary full time) employees who are covered by a group plan elsewhere to waive City health insurance coverage and receive \$250 per month to be paid into a deferred compensation plan.

11.3 The EMPLOYER will contribute sixty dollars (\$60) per month per (permanent and probationary full-time) employee into a City designated health savings account for all employees enrolled in an IRS qualified high deductible health plan.

Employees moving from the discontinued co-pay plan for 2025 will have the City's contribution to the 2025 health savings account outlined above advanced as a single amount in January 2025. The City will not make a further contribution to that employee's health savings account for the balance of 2025.

11.4 Additional life insurance can be purchased by employees at the employee's expense to the extent allowed under the EMPLOYER'S group policy.

ARTICLE 12 UNIFORMS

The EMPLOYER shall provide the Deputy Chief with required uniform and equipment items. Captains will receive an annual uniform allowance of one thousand two hundred dollars (\$1,200).

ARTICLE 13 INJURY ON DUTY

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the employee's vacation, sick leave or other accumulated paid benefits, after a five (5) working day initial waiting period per injury. The five (5) working day waiting period shall be charged to the employee's sick leave account less Worker's Compensation insurance payments.

ARTICLE 14 HOLIDAYS

Employees will be covered by the City's Holiday leave policy on the same basis as the general non-union employee group.

ARTICLE 15 SICK LEAVE

- 15.1 Sick leave shall be earned by all permanent and probationary employees, who have not received advanced sick leave pursuant to Section 15.5, at the rate of eight (8) hours for each calendar month of full-time service or major fraction thereof. Sick leave shall be available as it is accrued.
- 15.2 Sick leave may be accumulated to a maximum of 960 hours. One-half (1/2) of the sick leave in excess of 960 hours shall be granted as additional vacation leave the calendar year after such surplus is earned.
- 15.3 Sick leave may be granted only for absence from duty as outlined in the City's Earned Sick and Safe Time (ESST) policy. Such time will also be considered as time used under the City's ESST policy. The parties agree that the weather event provision in the statutory ESST law outlined in Minnesota Statute Section 181.9447, subdivision 1, clause (4) is waived as to its application for all positions in the bargaining unit.
- 15.4 Any employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall receive severance payment based on their most recent salary level for earned and unused sick leave based on the following schedule. Advanced sick leave pursuant to Section 15.5 will not be considered for purposes of sick leave payout:
- | | |
|-------------------------------|-----|
| During employment year 1-5: | 20% |
| During employment year 6-10: | 33% |
| During employment year 11-19: | 40% |
| During employment year 20+: | 50% |

All such sick leave severance pay will be placed into the employee's Post Employment Health Care Savings Plan on a mandatory basis, in accordance with IRS regulations.

- 15.5 The City Manager may advance 96 hours of sick leave to newly hired employees. Employees who are on advanced sick leave pursuant to this Section will not accrue sick leave during the 12 months of initial employment as outlined in 15.1. In addition, advanced sick leave pursuant to this Section will not be considered as part of any severance payment pursuant to Section 15.4. Advanced sick leave will be considered used prior to use of accrued sick leave.

ARTICLE 16 FUNERAL LEAVE

An employee shall be entitled to a maximum of forty hours with pay, at the sole discretion of the City Manager, for death in the immediate family. Immediate family is defined as follows: spouse/significant other and the following of either the employee or the employee's spouse/significant other: mother, father, children, sister, brother, grandparents, grandchildren, or dependents. In addition, the Employee may use ESST for death or funeral purposes as provided in the ESST statutes.

ARTICLE 17 VACATION

- 17.1 Each permanent and probationary employee shall accrue vacation time on the following basis: New employees will start employment with 40 hours of advanced vacation and accrue an additional two weeks (80 hours) during the first year. Vacation leave may be used as it is accrued, at the discretion of the supervisor. See schedule below ("Days" are eight (8) hours):

During employment year 2 through 5.....	15 days per year
During employment year 6 through 10.....	20 days per year
During employment year 11	21 days per year
During employment year 12	22 days per year
During employment year 13	23 days per year
During employment year 14	24 days per year
During employment year 15	25 days per year
During employment year 16	26 days per year
During employment year 17	27 days per year
During employment year 18	28 days per year
During employment year 19	29 days per year
During employment year 20 plus	30 days per year

Individuals with prior service as a police officer or deputy in another jurisdiction who are hired into the bargaining unit from and after January 1, 2025, may be initially placed at the vacation accrual level equivalent to their prior service in law enforcement as determined by the Police Chief. Thereafter movement through the vacation accrual levels will be based upon the individual's service with the City.

- 17.2 Any employee leaving the municipal service in good standing after giving proper written notice provided to the employee's supervisor at least fourteen calendar days prior to the effective date of resignation. Advanced vacation as outlined in Section 17.1 will not be eligible for payout.
- 17.3 Vacation leave is intended as a period of rest and relaxation and may not be waived by an employee for the purpose of receiving double pay.

- 17.4 Vacation leave may not be accumulated to any amount greater than one and one-half times an employee's annual earned vacation.

ARTICLE 18 POLICE PROFESSIONAL LIABILITY INSURANCE

The EMPLOYER will provide Police Professional Liability Insurance for all Captains and Deputy Chiefs.

ARTICLE 19 WAGE RATES

19.1 Effective January 1, 2026:

Employees will be compensated as shown on Attached Appendix A. Step movement for employees below Step 6 will be pursuant to the City's nonunion pay system.

Effective January 1, 2027:

The wage rates outlined in Appendix A will increase by four percent (4%). Employees will receive a corresponding increase. Step movement for employees below Step 6 will be pursuant to the City's nonunion pay system.

- 19.2 As a form of additional compensation, the City will contribute \$1 per permanent and probationary full-time employee toward a city-sponsored deferred compensation program for every \$1 contributed by such employee toward such city-sponsored deferred compensation program. Such employer contribution will not exceed \$450 for calendar years 2025 through 2027.

ARTICLE 20 CITY VEHICLE

Bargaining unit employees will be assigned personal vehicles to be used only for official transportation unless authorized by the City Manager.

Bargaining unit employees may use the assigned City owned vehicle for personal use outside of normal working hours but are always required to abide by City policy governing City owned vehicles. This is to include but is not limited to the following:

- Abide by city policy governing city owned vehicles.
- Have valid driver's license
- No use of alcohol
- Obey all traffic laws
- Report any damage or problems with city vehicles as soon as possible
- Not to be used for vacations
- Occupants properly restrained
- Only city employees are authorized to drive the vehicle

Appendix A

2026 Pay Ranges for City of Columbia Heights							
Job Title	Job Grade	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6
Deputy Police Chief	230	\$66.44	\$68.63	\$70.90	\$73.24	\$75.65	\$78.16
Police Captain		\$58.96	\$60.90	\$62.91	\$64.99	\$67.13	\$69.36

2027 Pay Ranges for City of Columbia Heights							
Job Title	Job Grade	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6
Deputy Police Chief	230	\$69.10	\$71.38	\$73.73	\$76.17	\$78.68	\$81.29
Police Captain	210	\$61.32	\$63.34	\$65.43	\$67.59	\$69.82	\$72.14

ARTICLE 21 P.O.S.T. LICENSE

The Employer shall pay the P.O.S.T license fee for each Captain and Deputy Chief when due.

ARTICLE 22 WAIVER

- 22.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 22.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT.

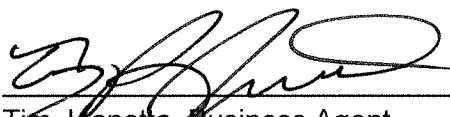
ARTICLE 23 DURATION

This AGREEMENT shall be effective as of January 1, 2025, except as otherwise noted, and shall remain in full force and effect until the thirty-first day of December 2027.

City of Columbia Heights

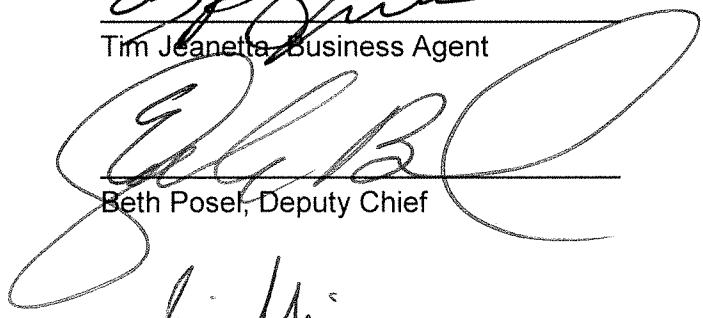
Law Enforcement Labor Services, Inc.
Local No. 596

Amada Marquez Simula, Mayor

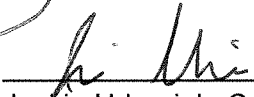


Tim Jeanetta, Business Agent

Aaron Chirpich, City Manager



Beth Posel, Deputy Chief



Jackie Urbaniak, Captain

Memorandum of Agreement
Between the City of Columbia Heights and
Law Enforcement Labor Services, Inc. Local #596
(Captains On-Call Pay 2026-2027)

This Memorandum of Agreement is entered into between the City of Columbia Heights (hereafter "City") and Law Enforcement Labor Services, Inc., Local # 596 (hereafter "Union").

WHEREAS, the City and the Union are parties to a first collective bargaining agreement in effect from January 1, 2025, to December 31, 2027, providing for the terms and conditions of employment for the Deputy Police Chief and Police Captain classifications; and

WHEREAS, the Captain classification received a payment for being on-call in the amount of \$4,800 on-call (annually) prior to the certification of the bargaining unit and this amount continued in effect through December 31, 2025; and

WHEREAS, the current staffing model and experience level of the non-supervisory employees in the Police Department resulted in a heightened expectation of availability associated with the on-call requirements of the Captain position; and

WHEREAS, in recognition of this as an anticipated temporary spike in on-call duties while the department collectively gains more experience, the parties agree to a temporary increase in on-call pay for the limited period of time noted below.

NOW, THEREFORE, the parties agree as follows:

1. The on-call pay for Captains will be set at \$625/month for the period January 1, 2026 through December 31, 2027. This amount will be paid to the two bargaining unit incumbents for time actively spent in the Captain classification. This amount will not be paid for periods where the incumbent was on a leave of absence or was promoted to Deputy Chief.
2. This increase in on-call pay for Captains will continue through December 31, 2027 and thereafter be discontinued while the parties negotiate this benefit from the 2027 perspective of what on-call requirements look like at that time.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the City of Columbia Heights

Aaron Chirpich, City Manager

Dated: _____

For LELS, Local #596

Tim Jeanetta, Business Representative

Dated: 9-3-26